

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMERICAN DIABETES ASSOCIATION,	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	No. 13-3720
	:	
THE FRISKNEY FAMILY	:	
TRUST, LLC, <u>et al.</u>,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this 6th day of April, 2016, upon consideration of Plaintiff's "Motion for Summary Judgment to Dismiss Counterclaims of Defendants" (Doc. No. 53); Defendants Robert L. Friskney and The Friskney Family Trust, LLC's "Motion for Summary Judgment on Liability" (Doc. No. 62); Defendant Medvantage Plus, LLC's "Motion for Summary Judgment" (Doc. No. 68); Plaintiff's "Motion *in Limine* to Exclude the Testimony of Robert Friskney and Kenneth Shapiro on Damages" (Doc. No. 79); and, Defendants' "Motion for Permission to File a Post-Argument Memorandum on the Pending Motions for Summary Judgment" (Doc. No. 89); and all respective responses and replies thereto, and for the reasons set forth in this Court's accompanying Memorandum Opinion, it is hereby **ORDERED** that:

- Plaintiff's Motion for Summary Judgment on Defendants' Counterclaims (Doc. No. 53) is **GRANTED**.
- **JUDGMENT** is entered in favor of Plaintiff on Defendants' counterclaims for breach of contract (Count I) and reverse domain name hijacking (Count II).
- Defendants' Robert Friskney and The Friskney Family Trust, LLC's Motion for Summary Judgment on Liability (Doc. No. 62) is **GRANTED in part** and **DENIED in**

part. The Motion is granted such that **JUDGMENT** is entered in favor of Robert Friskney and the Friskney Family Trust, LLC on Plaintiff's common law unfair competition claim (Count V). The Motion is denied in all other respects.

- In light of this Court's entry of judgment in favor of Plaintiff on Defendants' breach of contract counterclaim (Count I), and pursuant to Federal Rule of Civil Procedure 56(f)(1), which states that "[a]fter giving notice and a reasonable time to respond, the court may ... grant summary judgment for a nonmovant," Defendants Robert Friskney and The Friskney Family Trust, LLC shall, within **thirty (30) days** from the date of this Order, **SHOW CAUSE** as to why judgment in favor of Plaintiff on its breach of contract claim (Count I) should not be entered.
- Defendant Medvantage Plus, LLC's Motion for Summary Judgment (Doc. No. 68) is **GRANTED in part** and **DENIED in part**. The Motion is granted such that **JUDGMENT** is entered in favor of Medvantage on Plaintiff's common law unfair competition claim (Count V). The Motion is denied in all other respects.
- Plaintiff's Motion *in Limine* (Doc. No. 79) is **DENIED** as moot.
- Defendants' Motion for Leave to File a Post-Argument Memorandum (Doc. No. 89) is **DENIED** for the reasons set forth in this Court's accompanying Memorandum Opinion.

BY THE COURT:

/s/ **Mitchell S. Goldberg**

MITCHELL S. GOLDBERG, J.